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8	Attorneys for Defendants		
9	LINUTED STATES DISTRICT COLUDT		
10	UNITED STATES DISTRICT COURT		
11	DISTRICT OF NEVADA		
11	THE AVANTI DOOR GROUP, INC.,		
12	formerly known as E.M. Allen Supply,		
13	Plaintiff,	Case No. 2:14-cv-01939-JAD-PAL	
14	VS.		
15	GENWORTH LIFE AND ANNUITY	STIPULATION AND ORDER TO DISMISS GENWORTH FINANCIAL,	
	INSURANCE COMPANY, formerly, FIRST	INC.	
16	COLONY LIFE INSURANCE; GENWORTH FINANCIAL, and DOE Defendants I through		
17	V.		

Defendants Genworth Life and Annuity Insurance Company and Genworth Financial, Inc., by and through their undersigned counsel, together with Plaintiff through its counsel, hereby stipulate and agree to the dismissal of Genworth Financial, Inc.:

- On or about April 23, 1990, First Colony Life Insurance Company issued Policy 1. No. 1,494,395 ("Policy").
  - 2. Plaintiff, The Avanti Door Group, Inc. is the owner of the Policy.

Defendants.

- 3. Effective January 1, 2007, First Colony Life Insurance Company merged with and into Genworth Life and Annuity Insurance Company.
- 4. Genworth Life and Annuity Insurance Company is the successor-in-interest to First Colony Life Insurance Company.

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5. Genworth Life and Annuity Insurance Company is responsible to respond to all		
claims arising from or relating to the Policy, including the claims set forth in Plaintiff's		
Complaint.		
6. A	accordingly, because Genwo	orth Life and Annuity Insurance Company is the
appropriate Defendant, and Defendant Genworth Financial, Inc. has no contractual or other		
relationship with Plaintiff, the Parties hereby stipulate and agree that Genworth Financial, Inc.		
shall be dismissed, with prejudice.		
Dated this 29 <sup>th</sup> d	ay of January, 2015.	Dated this 29 <sup>th</sup> day of January, 2015.
ELIZABETH J.	FOLEY LTD.	LEWIS ROCA ROTHGERBER LLP
	<del></del>	By: /s/ Darren J. Lemieux
Nevada Bar N	No. 1509	DARREN J. LEMIEUX Nevada Bar No. 9615
		JENNIFER HOSTETLER Nevada Bar No. 11994
Attorneys for	Plaintiffs	3993 Howard Hughes Parkway Suite 600
		Las Vegas, Nevada 89169
		Attorneys for Defendants
<u>ORDER</u>		
Based	upon the parties' stipulati	ion, IT IS HEREBY ORDERED that all claims
against Genworth Financial, Inc., are DISMISSED with prejudice, each side to bear its		
own fees and	costs.	
Dated:	January 30, 2015.	Marcon -
		(60)84
		UNITED STATES DISTRICT JUDGE
	claims arising from Complaint.  6. A appropriate Defer relationship with shall be dismissed.  Dated this 29 <sup>th</sup> description of the ELIZABETH J.  By: /s/ Elizabeth ELIZABETH Nevada Bar Nowada Bar Nowada Bar Nowada Service of the Elizabeth Las Vegas, Nowada Service own fees and description own fees and description.	claims arising from or relating to the Policy Complaint.  6. Accordingly, because Genwood appropriate Defendant, and Defendant Genver relationship with Plaintiff, the Parties hereby shall be dismissed, with prejudice.  Dated this 29 <sup>th</sup> day of January, 2015.  ELIZABETH J. FOLEY LTD.  By: /s/ Elizabeth J. Foley ELIZABETH J. FOLEY Nevada Bar No. 1509 601 S. Rancho, Suite A1 Las Vegas, NV 89106  Attorneys for Plaintiffs  ORI

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